

September 7, 2017

VIA ELECTRONIC FILING (ECFS AND IBFS)

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th St. SW
Room TW-B204
Washington, DC 20554

Re: *Supplemental Filing - WC Docket No. 17-209, File No. ITC-T/C-20170818-00140*

Dear Ms. Dortch:

This letter supplements the above-referenced application for Commission consent to transfer control of NextGen MultiMedia Limited (“NextGen”) from World Diversity Limited (“World Diversity”) to Frank Washington, Trustee to respond to follow up questions from Commission staff. First, the parties note that Hutchison Global Communications Investment Holding Limited was formed under the laws of the British Virgin Islands, Lincoln Multimedia LLC (“Lincoln Multimedia”) was formed under the laws of Delaware, and I Squared Capital Advisors (US) LLC (referred to as I Squared Capital in the application) was formed under the laws of Delaware.

In addition, the Trust Agreement has been amended to incorporate certain changes requested by Commission staff. A copy of the amendment is attached. To clarify, the purchase of the NextGen shares by the Trustee will not be subject to any financing arrangement. Rather, Lincoln Multimedia, as grantor, will add to the trust sufficient cash funds pursuant to Section 2 of the Trust Agreement by which the Trustee will purchase the NextGen shares from World Diversity.

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If you have any questions about this supplement, please contact the undersigned.

Sincerely,

/s/ Russell H. Fox
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Counsel to World Diversity Limited

Attachment

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Counsel to Frank Washington, Trustee

AGREEMENT RE AND FIRST AMENDMENT TO THE LINCOLN
MULTIMEDIA TRUST

This Agreement Re and First Amendment to the Lincoln Multimedia Trust (the "Agreement") is made and entered into effective as of September 6, 2017 (the "Effective Date"), by the grantor, the Trustee and the sole beneficiary of the Lincoln Multimedia Trust (the "Lincoln Multimedia Trust"), created under the Trust Agreement dated August 18, 2017 (the "Trust Agreement") signed by LINCOLN MULTIMEDIA LLC ("LINCOLN MULTIMEDIA"), as grantor, and FRANK WASHINGTON, as the initial Trustee.

RECITALS

A. Section 15404(a) of the California Probate Code provides that "If the settlor and all beneficiaries of a trust consent, they may compel the modification or termination of the trust."

B. LINCOLN MULTIMEDIA, as grantor, entered into the Trust Agreement with FRANK WASHINGTON, as Trustee, pursuant to which the Lincoln Multimedia Trust was created. FRANK WASHINGTON continues to serve as the sole Trustee of the Lincoln Multimedia Trust. LINCOLN MULTIMEDIA is the sole beneficiary of the Lincoln Multimedia Trust.

C. LINCOLN MULTIMEDIA, as both grantor of the Lincoln Multimedia Trust and the sole beneficiary of the Lincoln Multimedia Trust, and FRANK WASHINGTON, as the Trustee of that trust (together, the "Parties"), wish to compel the modification of certain terms of the Trust Agreement to comply with the requirements of the Federal Communications Commission ("FCC").

C. By signing this document, the Parties signify their consent pursuant to Probate Code Section 15404(a) to the amendments reflected below.

TRUST AMENDMENTS

The Parties hereby agree and consent to the amendment of the Lincoln Multimedia Trust as set forth below, and the Trustee hereby accepts such amendments:

1. The following sentence is added to the end of Section 4(d) of the Trust Agreement:

“Upon written request by the FCC, Trustee shall promptly provide to the FCC copies of all written communications between Beneficiary and Trustee.”

2. The following is added as new Section 4(f) of the Trust Agreement:

“Upon completion of the acquisition of the Trust Property by Trustee, NextGen shall have no Board of Directors or corporate officers, and the Trustee shall exclusively manage and control the NextGen business on behalf of the Beneficiary. To the extent Trustee is required by law to appoint directors or officers of NextGen, Trustee shall appoint only such persons (i) whom he reasonably believes are independent and have no business or familial relationship with Beneficiary or its affiliates, and (ii) who confirm in writing that they are independent of Beneficiary and its affiliates.”

3. Section 6(a) of the Trust Agreement is revised to read as follows:

“The Trustee shall distribute all of the trust assets to Beneficiary if (i) the Trustee does not consummate the purchase of the Trust Property on or before November 30, 2017 or (ii) the Beneficiary provides written notice to the Trustee to terminate the Trust and distribute the trust assets to Beneficiary prior to consummation of the purchase of the Trust Property by the Trust.”

CONFIRMATION OF TRUST

Except as amended by this Agreement, the Trust Agreement shall remain in full force and effect.

*[Remainder of page intentionally left blank.
Signatures begin on following page]*

SIGNATURES

This Agreement may be executed in any number of counterparts and transmitted by email or facsimile, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. The Parties have signed this Agreement effective on September 7, 2017.

LINCOLN MULTIMEDIA LLC, AS
GRANTOR AND SOLE BENEFICIARY
OF THE LINCOLN MULTIMEDIA TRUST

FRANK WASHINGTON, AS TRUSTEE OF
THE LINCOLN MULTIMEDIA TRUST

By: *Sadek Wahba*
Name: SADEK WAHBA
Title: DIRECTOR

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF NEW YORK)

COUNTY OF New York)

On September 7, 2017, before me, Seamus Coffey, a Notary Public, personally appeared Sadek Wahba who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



SEAMUS A. COFFEY
Notary Public, State of New York
Registration #01CO6291814
Qualified in New York County
Commission Expires Oct. 21, 2017

SIGNATURES

This Agreement may be executed in any number of counterparts and transmitted by email or facsimile, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. The Parties have signed this Agreement effective on September 1, 2017.

LINCOLN MULTIMEDIA LLC, AS
GRANTOR AND SOLE BENEFICIARY
OF THE LINCOLN MULTIMEDIA TRUST



FRANK WASHINGTON, AS TRUSTEE OF
THE LINCOLN MULTIMEDIA TRUST

By: _____

Name: _____

Title: _____

